Case 18-15183-jkf Doc 54 Filed 07/18/19 Entered 07/19/19 01:00:06 Desc Imaged

Certificate of Notice Page 1 of 4
United States Bankruptcy Court
Eastern District of Pennsylvania

In re: Shawanda Tatum Debtor Case No. 18-15183-jkf Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2 User: PaulP Page 1 of 1 Date Rcvd: Jul 16, 2019

Form ID: pdf900 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 18, 2019.

db +Shawanda Tatum, 5011 Penn Street, Philadelphia, PA 19124-2627

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. NONE. $\,$ TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 18, 2019 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 16, 2019 at the address(es) listed below:

ERIK B. JENSEN on behalf of Debtor Shawanda Tatum akeem@jensenbagnatolaw.com, gilberto@jensenbagnatolaw.com;mjmecf@gmail.com;jensener79956@notify.bestcase.com KEVIN G. MCDONALD on behalf of Creditor M&T BANK bkgroup@kmllawgroup.com REBECCA ANN SOLARZ on behalf of Creditor M&T BANK bkgroup@kmllawgroup.com SCOTT F. WATERMAN (Chapter 13) ECFMail@ReadingCh13.com, ecf_frpa@trustee13.com United States Trustee USTPRegion03.PH.ECF@usdoj.gov WILLIAM MILLER*R on behalf of Trustee WILLIAM MILLER*R ecfmail@FredReigleCh13.com, ECF_FRPA@Trustee13.com

TOTAL: 6

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Shawanda Tatum	Debtor	CHAPTER 13
M&T Bank vs.	Movant	NO. 18-15183 JKF
Shawanda Tatum Robert L. Tatum	<u>Debtor</u> Co-Debtor	11 U.S.C. Sections 362 and 1301
Scott Waterman, Esquire	Trustee	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$6,697.70, which breaks down as follows;

Post-Petition Payments:

2.

February 2019 to July 2019 at \$944.45/month

Fees & Costs Relating to Motion: \$1,031.00 **Total Post-Petition Arrears**

- \$6,697.70
- a). On or before July 15, 2019, the Debtor shall make a down payment in the amount of \$2,000.00;

The Debtor(s) shall cure said arrearages in the following manner;

b). Beginning on August 1, 2019 and continuing through January 1, 2020, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$944.45 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$782.95 towards the arrearages on or before the last day of each month at the address below;

M&T BANK P.O. BOX 62182 BALTIMORE, MD 21264-2182

Maintenance of current monthly mortgage payments to the Movant b). thereafter.

Case 18-15183-jkf Doc 54 Filed 07/18/19 Entered 07/19/19 01:00:06 Desc Imaged Certificate of Notice Page 3 of 4

- 3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
- 4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.
 - 5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- 6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
 - 9. The parties agree that a facsimile signature shall be considered an original signature.

Date:	June 25, 2019	By: /s/ Kevin G. McDonald, Esquire Attorney for Movant
Date:		Erik B. Jensen, Esquire
	Attorney for Debtors	

Date: July 12, 2019

/s/ Polly A. Langdon, Esquire, for
Scott Waterman, Esquire
Chapter 13 Trustee

Approved by the Court this <u>16th</u> day of <u>July</u>, 2019. However, the court retains discretion regarding entry of any further order.

Bankruptcy Judge Jean K. FitzSimon